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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

TRACI RIBEIRO, on behalf of herself and  
all others similarly situated,

Case No. 3:16-cv-04507-WHA

## **PLAINTIFF'S STATUS REPORT**

**PLAINTIFF,**

V.

SEDGWICK LLP,

Courtroom: 8, 19<sup>th</sup> Floor  
Judge: The Hon. William Alsup  
  
Trial Date: N/A  
Date Action Filed: 07/26/2016

DEFENDANT

1 Pursuant to the Court's Orders dated November 2, 2016 (Docket No. 31) and November  
2 7, 2016 (Docket No. 40), Plaintiff Traci Ribeiro and Defendant Sedgwick LLP conferred and  
3 did not agree on the content of a joint status report. Plaintiff hereby submits this Status Report.

4 On December 9, 2016, a hearing was held telephonically in arbitration to decide the  
5 issue of whether the parties are obligated to arbitrate the claims in this case, per the Court's  
6 Order dated November 2, 2016. (Docket No. 31). The Honorable Robert A. Baines (Ret.), who  
7 is serving as Arbitrator in this case, presided at the hearing. Counsel for both sides appeared  
8 and argued on the subject of arbitrability. After hearing oral argument, Judge Baines took the  
9 matter under submission.

10 On December 14, 2016, Judge Baines issued an Order Determining Arbitrability of  
11 Claims. The Order makes the following findings: (1) the arbitration agreement encompasses the  
12 individual and class claims at issue; (2) Ribeiro established the requisite showing of procedural  
13 unconscionability; and (3) several provisions of the arbitration agreement are substantively  
14 unconscionable, including the application of the JAMS Comprehensive Arbitration Rules  
15 (which require cost-sharing), the agreement's cost-sharing provision, the 90-day statute of  
16 limitations, and the requirement that the arbitration hearing commence within 90 days of the  
17 appointment of the arbitrator. The Order mandates that these unconscionable provisions be  
18 severed and that the claims at issue be arbitrated under the JAMS Employment Arbitration  
19 Rules and Procedures and JAMS Policy on Employment Arbitration Minimum Standards of  
20 Procedural Fairness. Sedgwick is to bear the costs of the arbitration proceeding. The Order  
21 also sets forth preliminary procedures pertaining to discovery and motion practice.

22 The Parties are meeting and conferring over scheduling in early January, after which  
23 they will have a preliminary conference with Judge Baines to formally set a discovery and  
24 motion schedule.

25 Respectfully submitted,

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1 DATED: January 3, 2017

2 SANFORD HEISLER, LLP

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4 By: /s/ Xinying Valerian

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6 David Sanford

7 Felicia Medina

8 Xinying Valerian

9 Danielle Fuschetti

10 Attorneys for Plaintiff

11 TRACI M. RIBEIRO

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